

(1) STOKE-ON-TRENT CITY COUNCIL

and

(2) (RECIPIENT)

GRANT AGREEMENT

In respect of **(PROJECT)** under the
Council's Big Green Fund

This Agreement is dated

2023

BETWEEN

(1) STOKE-ON-TRENT CITY COUNCIL whose principal address is at Civic Centre, Glebe Street, Stoke-on-Trent, ST4 1HH **(the Funder)**

(2) (RECIPIENT) (company no if applicable) whose registered address / principal place of business is situated at (ADDRESS) **(the Recipient)**

BACKGROUND

- (A)** The Funder has agreed to pay the Grant to the Recipient for the delivery of the Project under the Council's Big Green Fund.
- (B)** This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C)** These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded
- (D)** The following document is attached and incorporated into this Agreement;
.Annex A The Award Letter

AGREED TERMS

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

Award Letter: means the letter attached to this Agreement at Annex A

Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: is (TBC)

Completion Date is the completion of the Recipient's obligations under this Agreement to the reasonable satisfaction of the Funder

Contract Period: the period for which the Grant is awarded starting on the Commencement Date and ending on the Completion Date

Data Protection Legislation: means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI

2003/2426);and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

GDPR: means the retained version of the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as it forms part of the law of England and Wales, by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419)

Governing Body: means the governing body of the Recipient including its directors or trustees.

Grant: the sum of (AMOUNT)

Intellectual Property Rights: means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Party means a party to this agreement and '**Parties**' shall be construed accordingly.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act: means offering, giving or agreeing to give to any servant of the Funder any gift

Project: means the purpose for which the Grant has been awarded as set out in the Award Letter which is attached to this Agreement at Annex A

Project Manager: means the individual who has been nominated to represent the Funder for the purposes of this Agreement

2. COMMENCEMENT AND DURATION

2.1 This agreement shall commence on the Commencement Date and shall subsist until the Completion Date

2.2 In the event of any contradiction between any provision set out in the Award Letter and any provision then the provision set out in the Award Letter shall prevail

3. PAYMENT OF THE GRANT

3.1 Subject to Clause 12 below and to Clause 3.2 below the Funder shall pay the Grant to the Recipient on or soon after the Commencement Date.

3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in

its delivery of the Project.

- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF THE GRANT

- 4.1 The Recipient shall not use the Grant to:
 - (a) make any payment to members of its Governing Body without the prior written consent of the Funder in respect of each payment
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date.
- 4.2 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the provisions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 4.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.
- 4.4 Should any part of the Grant remain unspent upon the Completion Date the Recipient shall ensure that any unspent monies are returned to the Funder

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's

reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

- 5.4 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Contract Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.3 The Recipient shall on request promptly provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.4 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.5 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient at any reasonable time to monitor the delivery of the Project and the Funder shall be entitled to authorise any person to make such visits on its behalf.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.2 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.3 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.4 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.5 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1** The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Contract Period, shall remain the property of that party.
- 8.2** Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1** Subject to Clause 10 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.
- 9.2** The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a)** at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
 - (b)** is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving party from the disclosing Party under any obligations of confidence; or
 - (c)** is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that party to the disclosing Party.

10. FREEDOM OF INFORMATION

- 10.1** The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2** The Recipient shall:
- (a)** provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
 - (b)** transfer to the Funder all requests for information relating to this agreement that it receives

as soon as practicable and in any event within 2 working days of receipt;

- (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.

10.3 The Recipient acknowledges that the Funder may be required under the FOIA or the EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

11.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. The obligations set out in this clause 11 are in addition to, and do not relieve, remove or replace, either Party's obligations under the Data Protection Legislation.

11.2 The Recipient shall, in relation to any Personal Data processed in connection with the performance by the Recipient of its obligations under this Agreement:

- (a) process such Personal Data only on the written instructions of the Funder
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Funder, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) The provisions of this clause shall apply during the Contract Period and indefinitely after the expiry or termination of this Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Funder may require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which it has been awarded;

- (b)** the delivery of the Project does not start by the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c)** the Recipient has, in the reasonable opinion of the Funder failed to made satisfactory progress with the delivery of the Project;
- (d)** the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (e)** the Recipient obtains duplicate funding from a third party for the Project;
- (f)** the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g)** the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h)** the Recipient commits or committed a Prohibited Act;
- (i)** any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (j)** the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k)** the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l)** the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.

12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

12.5 This clause 12 shall survive the cessation or termination of this Agreement howsoever arising

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.

13.2 The Recipient shall take all reasonable steps to secure the observance of Clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

15.1 The Funder shall not be liable for any consequences, whether direct or indirect, that may arise in connection with the Recipient undertaking the Project or from the withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 The Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes to the Funder that:

- (a)** it has all necessary resources, approvals, powers and expertise to deliver the Project);
- (b)** it has not committed, nor shall it commit, any Prohibited Act;
- (c)** it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d)** it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on

the Project;

- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Project;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make an offer to pay the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

- 17. The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss

18. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

19. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

20. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the other Party, as set out above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

21. DISPUTE RESOLUTION

- 21.1** In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.
- 21.2** Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the city director of the Funder and the Chair of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 21.3** In the absence of agreement under clause 22.2 the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

22. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

23. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the Parties hereto have executed and delivered this Agreement the day and year first above written

Signed for and on behalf of
COUNCIL OF THE CITY OF
STOKE-ON-TRENT

Authorised Signatory

Executed by (**RECIPIENT**)

acting the signature of

Authorised signatory

In the presence of

Address

ANNEX A

The Award Letter